

2023 Women-Owned Small Business Pitch Contest Official Rules

KeyBank National Association, Key4Women Program in partnership with Micro Enterprise Services of Oregon (MESO) and the Portland Thorns (collectively, the “Sponsors”) present the 2023 Women-Owned Small Business Pitch Contest. Ten finalists will be selected to compete for a chance to win the grand prize of \$20,000.

The Contest will operate in two rounds as follows:

- **Submission Period:** The Submission Period begins on **July 17, 2023**, and ends on **August 31, 2023**, at 11:59:59 p.m. Pacific Time (“PT”).
- **Eligibility:** Participation is open to female business owners with a minimum of 51% women business ownership in one of the eligible 10 contest counties located in Oregon and Southwest Washington in accordance with the “Eligibility” as described in Section 2 of these Official Rules.
- **Applicant Judging:** Concurrent with the Submission Period through **August 31, 2023**, eligible Submissions will be reviewed and evaluated in accordance with the “Applicant Judging Criteria” as described in Section 3 of these Official Rules.
- **Finalist Notification:** The ten (10) Finalists will be contacted by phone on or about **September 15, 2023**, according to Section 4 of these Official Rules.
- **Finalist Judging Criteria:** Finalist prize rankings will be determined in accordance with the “Finalist Judging Criteria” as described in Section 5 of these Official Rules.
- **Winner Notification:** The grand prize winner will be chosen and announced upon completion of the Finalists’ pitches and judging at the event on Thursday, November 16, 2023, being held at Providence Park from 10:00 a.m. – 1:00 p.m. PT.
- **Cost:** There is no cost to enter.

2. ELIGIBILITY: To participate, Entrants must meet the following eligibility criteria:

- (i) Your business must be at least 51% owned and operated by a woman or women. Non-profits are not eligible.
- (ii) Proof of legal authority to transact business in the state of Oregon or Washington State
- (iii) Prior year annual sales of less than or equal to three million dollars, (\$3,000,000.00).
- (iv) Business located and operated in one of the participating counties of the states of Oregon or Washington ("Territory"):

Oregon State Counties	Washington State Counties
<ul style="list-style-type: none">• Multnomah• Clackamas• Washington• Columbia• Hood River• Yamhill• Marion	<ul style="list-style-type: none">• Clark• Cowlitz• Skamania

- (v) Not be in one of the following Prohibited Industries
 - a. Dealers, Distributors, Producers of Pornography
 - b. Adult Entertainment, Prostitution, Escort Services
 - c. Dealers, Distributors, Processors of illegal drugs, chemicals, substances, or the sale of illegal drug paraphernalia or materials
 - d. Medical and recreational marijuana growers/dispensaries/sales including in states that have legalized marijuana sale
 - e. Deposit accounts and/or payment services for Internet Gaming/Gambling
 - f. Internet Cafes
 - g. Pay Day / Title / Predatory Lenders
- (vi) The female-owned business must present a new business idea or new product or service that expands the current business
- (vii) The female owner/operators of the business must be legal resident(s) of, and physically reside within, the State of Oregon or Washington.

- (viii) Entrant must NOT be under any contractual obligation that would conflict with this Contest or the Official Rules, including but not limited to obligations under professional guild obligations, talent agent or talent management agreements, or music recording agreements.
- (ix) Employees, officers, directors, agents or representatives (including immediate family members (spouse, parent, child and sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Sponsors and each of their respective parents, affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the Contest are not eligible to participate or win a prize. Entrants must fulfill all requirements set forth in the Official Rules and abide by all decisions of the Sponsors in order to be eligible for a prize. Oregon and Washington public officers, members of the general assembly, local government officials or government employees, anyone in his/her immediate family (meaning spouse, parents, children and siblings and respective spouses), anyone domiciled with him/her, whether or not related, are excluded from this Contest. The Contest is subject to all applicable federal, state and local laws, rules and regulations. Void outside Territory, and where prohibited or restricted by law, rule or regulation.

To enter the Contest, Entrants must complete and submit the official online application form located on the www.mesopdx.org/key4women contest site no later than **August 31, 2023**, at 11:59:59 p.m. Pacific Time ("PT") .

3. APPLICANT JUDGING CRITERIA: Entrants will be judged based on the following eligibility criteria:

- (i) Business summary to include a clear understanding of who they are, their mission, and their value proposition as a company. (0-10 points)

- (ii) New product or service solution they are developing with a clear description of the problem, summary of its impact and how it will provide value, expand business, or provide added revenue to the company. (0-10 points)
- (iii) The financial resources needed and how the grand prize money might be used, such as a list of needs and a dollar figure of the cost. (0-10 points)
- (iv) Job creating potential or economic impact to Oregon or Washington states and the broader community. (0-10 points)

In the case of a tie, judges will deliberate to determine the top 10 Finalists to move on to the live pitch phase of the competition.

The 10 Finalists will be determined by a selection committee comprised of representatives from Micro Enterprise Services of Oregon (MESO).

It is your sole responsibility to notify the Sponsors if you change your contact information provided to the contest, including Primary Phone Number, Primary Email Address and Primary Business Address. To do so, email Key4Women@keybank.com. Entries must be received by 11:59:59 p.m. PT on August 31, 2023. Entries in excess of the entry limitations may be disqualified, at the sole discretion of the Sponsors.

IMPORTANT: Sponsors will determine in their sole discretion which Entries have satisfied the eligibility requirements. Sponsors reserves the right to waive the Contest entry requirements set forth herein in its reasonable discretion, including extending any deadlines.

4. FINALIST NOTIFICATION: On or about Friday, September 15, 2023, the finalists, as determined by the judging results ("Finalists"), will be contacted by phone at the primary number of record, followed by a confirmation email to the provided primary business email address. The Finalists will be required to respond (as directed by the Sponsors) to the notification within forty-eight (48) hours of first attempted notification. The failure to timely respond to the notification may result in disqualification, and the Sponsors will

select an alternate finalist based on the judging results. The potential winners may be required to sign and return affidavit of eligibility, W-9 form and a liability release, unless prohibited by law as may be required by Sponsors in their sole discretion (collectively, the "Finalist Documents") covering eligibility, liability, advertising and publicity issues. Potential winners must also pass Office of Foreign Assets Control, (OFAC) review. Failure by the potential winners to respond within the specified time period may result in the selection of an alternate finalist based on the judging results. Pending the completion and return of the Finalist Documents and verification of eligibility and compliance with the Official Rules, the potential winners will be confirmed to move on to the live pitch phase of the competition.

Finalists must be able to compete at the live event on Thursday, November 16, 2023, from 10:00 a.m. – 1:00 p.m. PT. Final prize rankings and awards will be announced at the close of the live event. Each Finalist will be required to present a four (4) minute business pitch and six (6) minute question and answer session with the judge's panel. Finalists will be assigned a Micro Enterprise Services of Oregon (MESO) mentor to help them prepare their business pitch for the live event. Sponsors will host a mandatory virtual Finalist Workshop on Wednesday, September 20, 2023, at 6 pm ET whereby Finalist pitch order will be determined by random drawing and live event requirements and instructions will be delivered to the finalists. All Finalists must attend the workshop to be eligible to advance to the live event.

5. FINALIST JUDGING CRITERIA: Finalists will be judged based on the following eligibility criteria:

- (i) Overall presentation performance including visual aids, finalist delivery and completion within the four (4) minute time allotted. (0-10 points)
- (ii) Problem: The problem to be solved, target audience and market size. (0-10 points)

- (iii) New product or service solution that addresses defined problem with a summary of its impact and how it will provide value, expand business, or provide added revenue to the company. (0-10 points)
- (iv) Business team experience and expertise to transform opportunity into a profitable business. (0-10 points)
- (v) The financial resources needed and how the grand prize money might be used, such as a list of needs and a dollar figure of the cost. (0-10 points)
- (vi) Job creating potential or economic impact to Oregon or Washington states and the broader community. (0-10 points)

In the case of a tie, judges will deliberate to determine the final rankings and prize money awards for the pitch contestants.

This round of judging is more difficult than the first round.

The Finalist prize rankings will be determined by a panel of 5 judges comprised of Two (2) KeyBank bankers, One (1) Portland Thorns executive and Two (2) business community representatives and announced upon completion of the Finalists' pitches and judging at the event on Thursday, November 16, 2023, being held at Providence Park 1844 SW Morrison St, Portland, OR 97205 from 10:00 a.m. – 1:00 p.m. PT.

5. PRIZE DISTRIBUTION: The ten (10) total Contest prizes will consist of one (1) Grand Prize valued at twenty thousand US Dollars (\$20,000); two (2) Runner Up Prizes valued at eight thousand US Dollars (\$8,000) and seven (7) Honorable Mention Prizes valued at two thousand US Dollars (\$2,000) awarded in the form of a check via US mail or by direct deposit to the winner's designated bank account within 60 days following the contest event. Winner cannot assign or transfer the prize to another person. ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.

Number of Prizes	Prize Category	Prize Amount
1	Grand Prize	\$20,000
2	Runner Up	\$8,000
7	Honorable Mention	\$2,000

6. CONDITIONS OF PARTICIPATION/RELEASES: Contest is void where prohibited or restricted by law. All federal, state and local laws and regulations apply. By participating, each Entrant agrees to be bound by these Official Rules and the decisions of the Sponsors, which shall be final in all respects. By participating in this Contest and/or by accepting any prize that he or she may win, each Entrant agrees to release the Sponsors, and their respective affiliates, divisions, subsidiaries, successors, assigns, and licensees, and each of their respective employees, shareholders, officers, directors, contractors, advertising and promotion agencies, agents and representatives (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Contest and/or acceptance or use of any prize. Each Finalist authorizes the Sponsors to use his/her name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsors are not obligated to use any of the above-mentioned information or materials but may do so and may edit such information or materials, at Sponsors' sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (i) late, delayed, damaged, stolen, misdirected, incomplete, unreadable, inaccurate, garbled or unintelligible entries, release forms, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any and all losses, damages,

rights, claims and actions of any kind in connection with or resulting from participation in the Contest; (v) acceptance, possession, grant, use of or participation in any prize or related prize event, including without limitation, personal injury, death and property damage arising there from; (vi) claims based on publicity rights, defamation or invasion of privacy; or (vii) any printing, typographical, human administrative or technological errors in any materials associated with the Contest. Sponsors disclaim any liability for damage to any computer system resulting from participating in or accessing or downloading information in connection with this Contest. Sponsors reserve the right, in their sole discretion, to cancel, modify or suspend the Contest (or any portion thereof) should a virus, bug, computer problem, unauthorized intervention or other cause or problem corrupt or inhibit the administration, security or proper play of the Contest and, in such situation, to select the winner(s) from among all eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by the Sponsors. Sponsors may prohibit you from participating in the Contest or winning a prize if, in its sole discretion, it determines you are attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or any other unfair playing practices or intending to annoy, abuse, threaten or harass any other players or Host's representatives.

7. INDEMNITY: ENTRANTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DAMAGES, DEMANDS OR SUITS, WHATSOEVER, FOR ANY INJURIES, DAMAGES SUSTAINED BY ANY PERSON OR PROPERTY, COSTS, OR CLAIMS, INCLUDING ANY THIRD PARTY CLAIMS OR CLAIMS INVOLVING INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS, IN CONNECTION WITH (A) ENTRANT'S PARTICIPATION IN THE CONTEST (B) A BREACH OR ALLEGATION WHICH IF TRUE WOULD CONSTITUTE A BREACH, OF ANY OF WINNER'S REPRESENTATIONS, WARRANTIES OR OBLIGATIONS HEREIN; AND (C) ACCEPTANCE, POSSESSION, GRANT, PARTICIPATION IN, OR USE OF ANY PRIZE. ENTRANT SHALL BE LIABLE TO PAY ALL COSTS OF LITIGATION DEFENSE INCLUDING ATTORNEYS' FEES AND EXPENSES. THE DEFENSE SHALL BE COORDINATED BY ENTRANT WITH SPONSORS AND THE OFFICE OF

THE ATTORNEY GENERAL; ENTRANTS MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM SPONSORS AND THE OFFICE OF THE ATTORNEY GENERAL. ENTRANTS SHALL FURNISH TIMELY WRITTEN NOTICE TO SPONSORS OF ANY SUCH CLAIM.

8. SUBMISSION REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION:

Each Entrant represents and warrants the Submission is the Entrant's own original work.

9. GRANT OF RIGHTS: Each Finalist hereby irrevocably grants to Host, its designees, affiliates, successors and assigns, the non-exclusive, irrevocable, fully paid, universal license to use, copy, sublicense, transmit, distribute, publicly perform, publish, delete or display the Live Pitch in any media now known or hereafter devised including, but not limited to all forms of electronic media, print media and all forms of internet and wireless protocol in perpetuity and throughout the universe for advertising, marketing, publicity and promotional purposes in connection with the Contest and other promotions.

Sponsors shall have the right, in their sole discretion, to edit, composite, morph, scan, duplicate, or alter the Live Pitch for any purpose which Sponsors deems necessary or desirable, and each Entrant irrevocably waives any and all so-called moral rights they may have therein.

10. GOVERNING LAW: This Contest and any disputes arising out of or relating thereto shall be governed by the laws of the State of Oregon without regard to any otherwise applicable conflict of law rules or requirements.

11. NO WAIVER OF IMMUNITY: The Sponsors, as a part of the Contest, are immune from suit and from liability. No part of this Contest, these Official Rules, nor the conduct or statement of any person, will be construed as a waiver of sovereign immunity or official immunity, or of any of the privileges, rights, defenses, remedies, or immunities available to Sponsors, or their officers, employees, or agents as provided by law.

12. WINNER LIST: To obtain a copy of the Winner list, send your email request, specifying that you are requesting the results of the "2023 Women-Owned Small

Business Pitch Contest,” to Key4Women@Keybank.com. Requests for the names of the winners must be received no later than December 31, 2023.

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